

DELOITTE & TOUCHE LLP
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Independent Auditor and Advisor

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric
Company
☒ Affects both Debtors

**All papers shall be filed in the Lead Case,
NO. 19-30088 (DM).*

Bankruptcy Case No.19-30088 (DM)

Chapter 11 (Lead Case) (Jointly Administered)

**FIFTH MONTHLY FEE APPLICATION OF
DELOITTE & TOUCHE LLP FOR
ALLOWANCE AND PAYMENT OF
COMPENSATION AND
REIMBURSEMENT OF EXPENSES FOR
THE PERIOD SEPTEMBER 1, 2019
THROUGH SEPTEMBER 30, 2019**

Objection Deadline: February 14, 2020 at 4:00
p.m. (Pacific Time)

[No Hearing Requested]

To: The Notice Parties

Name of Applicant:

Deloitte & Touche LLP

Authorized to Provide Professional Services to:

Debtors and Debtors in Possession

Date of Retention:

July 24, 2019 nunc pro tunc to January 29, 2019

Period for which compensation and
reimbursement are sought:

September 1, 2019 through September 30, 2019

Amount of compensation sought as actual
reasonable, and necessary:

\$364,150.40 (80% of \$455,188.00)

Amount of expense reimbursement sought as
actual, reasonable, and necessary:

\$3,463.35

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2 Deloitte & Touche LLP (“**Deloitte & Touche**” or the “**Applicant**”), independent auditor and
3 advisor to PG&E Corporation, and Pacific Gas and Electric Company, debtor-in-possession herein
4 (the “**Debtors**”), hereby submits its Fourth Monthly Fee Statement (this “**Monthly Fee Statement**”)
5 for allowance and payment of compensation for professional services rendered and for
6 reimbursement of actual and necessary expenses incurred for the period commencing September 1,
7 2019 through and September 30, 2019 (the “**Fee Period**”), pursuant to *the Order Pursuant to 11*
8 *U.S.C. §§ 331 and 105(a) and Fed. R. Bankr. P. 2016 for Authority to Establish Procedures for*
9 *Interim Compensation and Reimbursement of Expenses of Professional* dated February 27, 2019
10 [Docket No. 701] (the “**Interim Compensation Procedures Order**”).

11 By this Monthly Fee Statement, Deloitte & Touche requests allowance and payment of
12 \$364,150.40 (80% of \$455,188.00) as compensation for professional services rendered to the
13 Debtors during the Fee Period and allowance and payment of \$3,463.35 (representing 100% of the
14 expenses allowed) as reimbursement for actual and necessary expenses incurred by Deloitte &
15 Touche during the Fee Period. Deloitte & Touche has taken a voluntary reduction in the amount of
16 \$58,901.00 for the 2018 NDT Audit Services category related to the entirety of the work performed
17 in this category beginning January 29, 2019. The amount of voluntary reduction represents the
18 portion of cumulative billings included in previous bankruptcy fee statements (\$121,901.00) in
19 excess of the authorized fee amount (\$63,000.00) as approved by the Audit Committees of the Board
20 of Directors of PG&E Corporation and Pacific Gas & Electric Company.

21 Annexed hereto as **Exhibit A** is the name of each Deloitte & Touche professional who
22 performed services for the Debtors in connection with these Chapter 11 Cases during the Fee Period
23 covered by this Monthly Fee Statement and the hourly rate and total fees for each professional.
24 Attached hereto as **Exhibit B** is a summary of hours during the Fee Period by task. Attached hereto
25 as **Exhibit C** is a summary of expenses incurred during the Fee Period. Attached hereto as **Exhibit**
26 **D** are the detailed time entries for the Fee Period. Attached hereto as **Exhibit E** are the detailed
27 expense entries for the Fee Period.

28 In accordance with the Interim Compensation Procedures Order, responses or objections to
this Monthly Fee Statement, if any, must be filed and served on or before the 21st day (or the next

1 business day if such day is not a business day) following the date the Monthly Fee Statement is filed
2 (the "**Objection Deadline**") with this Court.

3 Upon the expiration of the Objection Deadline, the Applicant shall file a certificate of no
4 objection with the Court, after which the Debtors are authorized and directed to pay the Applicant an
5 amount equal to 80% of the fees and 100% of the expenses requested in this Monthly Fee Statement.
6 If an objection is properly filed, the Debtors shall be authorized and directed to pay the Applicant
7 80% of the fees and 100% of the expenses not subject to an objection.

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9 DATED: January 23, 2020.

10 DELOITTE & TOUCHE LLP

11
12 By: 

13 Timothy Gillam

14 Partner

15 555 Mission Street

16 San Francisco, California 94105-0920

17 Independent Auditor and Advisor to the Debtors
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